

Invitation to Bid

Leonard J. Chabert Medical Ctr



VENDOR NO. :
SOLICITATION : **000561**
OPENING DATE : **06/21/2010**

BIDS WILL BE PUBLICLY OPENED:

June 21, 2010 02:00 PM

Return Bid in Envelope/Labels Provided to:

Purchasing Department
1978 Industrial Blvd
Houma LA 70363

BUYER : **Hebert, Vicky**
BUYER PHONE : **985/873-1215**
DATE ISSUED : **05/21/2010**
REQ. NO : **0025479**
FISCAL YEAR : **2011**

MRI Service Contract

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

- * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
- * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
- * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

- * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
- * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
- * THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
- * DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

VENDOR PHONE NUMBER:

TITLE

DATE

FAX NUMBER:

SIGNATURE OF AUTHORIZED BIDDER
(MUST BE SIGNED)

NAME OF BIDDER
(TYPED OR PRINTED)

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6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE 7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE. 8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS;SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31). 10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE. 11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. 12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. 13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFU BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED. 14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED. 15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES. 16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO TH
 EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER,
 THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR
 ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE
 UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY
 BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL
 BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR
 QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR
 INTERPRETATION OF THE DOCUMENTS.

28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES
 ACCEPTANCE ON THE PART OF LSUHSC.

29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT
 COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS,
 SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE
 COMMISSION.

30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE
 ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL
 QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____
 SPECIFY THE LINE NUMBER (S) _____
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED,
 GROWN OR ASSEMBLED _____
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)
 DO YOU HAVE A LOUISIANA BUSNIESS WORK FORCE? YES _____ NO _____
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS
 COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE
 BID MUST BE:

31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY
 AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE
 SECRETARY OF STATE; OR

31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE
 RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO
 EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION
 (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE
 HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR
 VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL
 INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT
 AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p>HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCS D/HIPAA/.</p>	

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<p>INSURANCE REQUIREMENTS FOR LSUHC-HCSD (Revised September 20, 2004)</p> <p>COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.</p> <p>CONTRACTOR'S LIABILITY INSURANCE:</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.</p> <p>INSURANCE COVERAGE SPECIFIC BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:</p> <p>COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.</p> <p>LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN TH TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p> <p>AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.</p> <p>PAYMENT WILL NOT BE MADE IN ADVANCE. THE VENDOR SHALL SEND INVOICES TO THE ACCOUNTS PAYABLE DEPARTMENT ON A MONTHLY BASIS.</p> <p>SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE FROM LSUHSC THIRTY (30) DAYS BEFORE DISCONTINUANCE OF SERVICE.</p>			

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<p> . </p> <p> LSUHSC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE. </p> <p> * </p> <p> A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON MONDAY, JUNE 14, 2010 AT 10:00 AM. THIS CONFERENCE WILL BE HELD AT LEONARD J. CHABERT MEDICAL CENTER, PHYSICIAN'S CONFERENCE ROOM, ROOM #2139A, LOCATED ON THE 2ND FLOOR OF THE HOSPITAL. FOR DIRECTIONS YOU MAY CONTACT DAWN LEBLANC AT (985) 873-1818 OR VICKY HEBERT AT (985) 873-1215. </p> <p> * </p> <p> BIDS WILL ONLY BE CONSIDERED FROM VENDORS WHO HAVE ATTENDED THE PRE-BID CONFERENCE. </p> <p> . </p> <p> VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED. </p> <p> VENDOR MAY CONTACT DAWN LEBLANC AT (985) 873-1818 TO SCHEDULE INSPECTION. </p> <p> THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT. </p> <div> <div> <div>_____</div> <div>VENDOR'S COMPANY NAME</div> </div> <div> <div>_____</div> <div>HOSPITAL'S NAME</div> </div> </div> <div> <div>_____</div> <div>VENDOR'S SIGNATURE</div> </div> <div> <div>_____</div> <div>HOSPITAL'S SIGNATURE</div> </div> <p> . </p> <p> *****PLEASE BE SURE TO HAVE SOMEONE FROM OUR FACILITY AND FROM YOUR FACILITY (PERSON THAT PERFORMS AND COMPLETES THE JOB SITE VISIT) SIGN IN THE APPROPRIATE PLACES PROVIDED ON THIS BID DOCUMENT FOLLOWING THE MANDATORY JOB SITE VISIT***** </p> <p> . </p> <p> ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY. </p> <p> . </p> <p> THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED. </p> <p> . </p> <p> The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of this contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor, or by any means statutorially provided, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. </p> <p> . </p> <p> *****We cannot accept quote forms provided by the vendor. All prices must be returned on this bid document only.***** </p>			

Invitation to Bid

SPECIAL TERMS & CONDITIONS	Page 9 of 10
NUMBER : 000561 OPEN DATE : 06/21/2010 TIME: 02:00 PM	BIDDER:
<p> *****If you wish to bid, please fill out the entire document as requested, sign and return by the bid opening date listed on the bid document.***** </p> <p> SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA. </p> <div> <div></div> <div> BIDDER MUST SIGN IN INK </div> </div> <p> Contract period is July 1, 2010 through June 30, 2011. </p> <p> File #VH-1103-11* </p>	

Invitation to Bid

PRICE SHEET		Page 10 of 10			
NUMBER : 000561		BIDDER:			
OPEN DATE : 06/21/2010		TIME: 02:00 PM			
UNLESS SPECIFIED ELSEWHERE SHIP TO: <div>1978 Industrial Blvd Houma LA 70363</div>					
Line No.	Description			Unit Price	Extended Amount
1	<p>FULL SERVICE MAINTENANCE CONTRACT FOR SIEMENS MAGNETOM SYMPHONY MRI UNIT, MOBILE COACH AND ALL ACCESSORIES FOR THE PERIOD OF JULY 1, 2010 THROUGH JUNE 30, 2011. . *** SEE ATTACHED SPECIFICATIONS.</p> <p>Specify brand, model bid(if applicable)</p> <hr/> <p>. *</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON MONDAY, JUNE 14, 2010 AT 10:00 AM. THIS CONFERENCE WILL BE HELD AT LEONARD J. CHABERT MEDICAL CENTER, PHYSICIAN'S CONFERENCE ROOM, ROOM #2139A, LOCATED ON THE 2ND FLOOR OF THE HOSPITAL. FOR DIRECTIONS YOU MAY CONTACT DAWN LEBLANC AT (985) 873-1818 OR VICKY HEBERT AT (985) 873-1215.</p> <p>*</p> <p>BIDS WILL ONLY BE CONSIDERED FROM VENDORS WHO HAVE ATTENDED THE PRE-BID CONFERENCE.</p>	12.00	MO		

SPECIFICATIONS:

Successful vendor is to provide full service maintenance contract on all Siemens Magnetom MRI unit, MedCoach trailer, and MedRad Injector System. Quenches:

1. Automatically Initiated –

- a. Faulty covered equipment, vendor will cover unlimited quenches resulting from Symphony MRI equipment failure

Coverage: unlimited quenches per contract period.

Successful vendor shall furnish all necessary labor, travel, equipment, tools and materials necessary for completing inspections, preventative maintenance services, cleaning, oiling, adjusting, calibrating, replacing parts and maintaining the equipment in accordance with manufacturer's specifications described herein.

Successful vendor shall provide unlimited parts replacement as required with only new parts being provided. Parts replacement to include all items needed for hardware and software updates as well as repair. Glassware to include x-ray tubes, batteries and power packs shall be included.

The contractor shall be required to install or have installed by the OEM, OEM provided hardware and software enhancements or updates such as those that improve the ease of use by user department, correct inherent product problems, correct or improve safety requirements, and improve diagnostic capabilities for equipment failures or errors at no additional cost to the user department. Hardware or software upgrades that increase the capabilities of the equipment to produce additional tests or functions shall be acquired at the expense of the HCSD if deemed necessary by the HCSD.

Any Federal or Factory Mandated recalls will possibly be performed by manufacturer. Successful vendor will be informed by agency when manufacturer has scheduled installation and may be present at vendor's option.

Specs updated 5/17/10

If any service manuals are required by the vendor, they are to be supplied by the vendor.

Log-book: Hospital will accept service call/history in electronic form. Vendor shall maintain and provide a log, either manually or electronically.

Electrical safety tests are to be performed in accordance with AAMI and/or JCAHO rules and regulations.

Service must be satisfactory, otherwise contract may be canceled upon thirty (30) days written notice.

All signage must be provided and posted regarding hazardous waste and/or hazardous conditions.

METHOD OF AWARD: IT IS THE INTENT OF THE LSU HEALTH SCIENCES CENTER TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. LSUHSC-HCSD FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.

PREVENTIVE MAINTENANCE

Four (4) preventative maintenance inspections will be performed during contract period (one every three months). Inspections shall be scheduled on a day mutually agreed upon by successful vendor and agency, and to be performed during the hours of 8:00 a.m. and 5:00 p.m. and shall not exceed 8 hours in

Specs updated 5/17/10

duration. During this inspection, the equipment described herein shall be set to manufacturer's specifications in all performance aspects.

COVERAGE

Coverage for emergency repairs on covered equipment shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays with a thirty (30) minute phone response time and on site within four (4) hours of request.

Coverage for call outs and scheduled services for covered equipment shall consist of inspections, cleaning and oiling, adjusting, calibration, replacing parts, and maintaining the equipment to original manufacturer's published operating specifications, including all remedial and emergency service. OEM Diagnostic software is to be used by the successful vendor, which will insure immediate complete diagnostic evaluation and result in minimum downtime. Successful vendor shall provide remote diagnostic capabilities. Service is to be provided by factory trained technicians.

If any equipment components cannot be repaired on the hospital's premises and must be sent in to Vendor's facilities, a loaner will be provided to the hospital by the vendor at no charge to the hospital.

PARTS

Successful vendor shall provide unlimited parts replacement as required on an exchange or new parts basis. Replacement parts include all items other than accessories and consumable supplies. Only factory authorized, new replacement parts will be used. Included shall be replacement of all hardware, software with upgrades, all tubes and glassware, batteries and power packs. The successful vendor should show written documented evidence of the parts availability (from either the equipment manufacturer or

Specs updated 5/17/10

authorized parts supplier) within twenty-four (24) hours following notification of need. Replacement parts will meet or exceed OEM specifications. Included shall be replacement of all hardware, software upgrades, all glassware, batteries, power packs and crystals.

SERVICE ENGINEER QUALIFICATIONS

Vendor's personnel that will be providing service on equipment should have completed manufacturer, or equivalent, training on the systems listed:

Siemens Magnetom Symphony 1.5T MRI

Certification may be requested by the hospital at any time during contract period. If requested, proper documentation of certification must be provided within five (5) days of request. Failure to produce a valid certification will result in the hospital reserving the right to:

1. Call out OEM for any service needed until vendor produces proper certification. Any additional cost in obtaining these services will be charged back to successful vendor or deducted from his monthly invoice.
- or-
2. Cancel the contract

At any time during the duration of this contract, the hospital personnel (radiology director) reserves the right to require another service engineer, if deemed necessary.

LSUHSC/LJCMC is seeking an MRI equipment manufacturer provide the service contract on both the MRI and mobile coach in accordance with the specifications and conditions listed.

Specs updated 5/17/10

EQUIPMENT DOWNTIME

Equipment downtime shall not exceed 36 hours unless substantial proof is submitted by contractor outlining unavoidable supply or parts availability circumstances that prohibits timely repair.

LSUHSC-HCSD reserves the right to call out another vendor to service or repair equipment that is not up and running within 36 hours of initial service call and charge any additional cost in obtaining alternate services back to the successful vendor or deduct such cost from his monthly invoice.

If it is discovered that additional work is required outside the scope of this job, it will only be approved with authorization for LSUHSC/LJCMC and executed only by written purchase order and/or change order.

SERVICE DOCUMENTATION

Successful vendor shall provide records of compliance at the end of each preventative maintenance inspection. A certificate shall be issued to the Radiology Manager upon completion of the preventative maintenance inspections certifying that the work has been performed according to manufacturer's specifications.

Within five (5) days of the completion of equipment service, the successful vendor shall provide agency with documentation of specific action taken, including, but not limited to, all parts replaced and hours of labor and travel time. This documentation must be in such detail as to be acceptable to the field inspectors of the JCAHO and other regulatory agencies.

EQUIPMENT COVERAGE

Items included, but not limited to the below list of items to be covered:

Specs updated 5/17/10

MRI System

Siemens Magnetom Symphony 1.5T MRI

Mobile Coach

Medical Coaches, Trailer #6407, VIN: 1M9A3A8236W022407

HVAC

Bard 3 Ton, Model #P1136A1-C

UPS

Mitsubishi, 9800A Series

Backup Power Generator**Hydraulic System****All Cryogen Refills****Hydraulic Lift Ramp System****Coils**

Neck Array

CP Extremity

Shoulder Array

Shoulder Array

Shoulder Array

CP Body Array Flex

CP Flex Large

CP Flex Small

CP Spine Array

CP Head Array

Specs updated 5/17/10

Injector

MedRad, Spectris Solaris EP

Specs updated 5/17/10